



**Vermont Health Connect
Department of Vermont Health Access**

Broker REGISTRATION Agreement

1. Parties This is an agreement between the State of Vermont Department of Vermont Health Access, (“State”) d/b/a Vermont Health Connect (“VHC”) and _____ (“Broker”), Vermont Producer License # _____ (“Registered Broker”) in the employment of _____ (“Agency of Record”).
2. Subject Matter The subject matter of this agreement includes requirements for registration of Broker as authorized to assist with the enrollment as defined in Broker Designation Agreement of individuals and employers in health plans offered on VHC and Broker’s compensation in connection with such services.
3. Payment Amount No compensation or reimbursement shall be provided to Broker by the Exchange or by any carrier offering a qualified health benefit plan on VHC. The Broker agrees to accept compensation with relation to services covered by this agreement only in the manner and amount as set forth in Attachment D - Broker Compensation Schedule.
4. Agreement Term The period of this agreement is for two years from the effective date of this contract, or at the expiration, suspension or surrender of Broker’s Producer license, whichever is earlier.
5. Cancellation This agreement may be cancelled by Broker or State in accordance with applicable state and federal laws and regulations, and VHC’s rules, policies, procedures, and guidelines. Any violation of the terms of this agreement shall be cause for immediate cancellation. It is within the sole discretion of State to determine whether Broker has complied with the terms of this agreement and any such determination by the State shall be final, for purposes of this agreement. Broker shall notify State and Broker’s VHC clients fourteen (14) days prior to Broker’s cancellation of Agreement. State shall provide a notice of cancellation to Broker that includes cancellation appeals language.
6. Attachments This agreement includes the following attachments:
 - Attachment A - Conditions of Participation
 - Attachment B - Broker Identification Record. Attachment B consists of necessary data to authorize and record registered brokers on the Vermont Health Connect website. This agreement cannot be accepted by VHC until all data required by Attachment B is provided by Broker.
 - Attachment C - Business Partner Agreement

This document is available on VHC online Learning Management System (LMS). All official agreements must be signed, uploaded and reside on Broker’s online LMS account.



Attachment D - Broker Compensation Schedule

7. Effective date This agreement is effective as of the date it is completed and signed by Broker and accepted by the State. Acceptance by State is signified by the signature of an authorized official of State on this agreement, which will not be unreasonably withheld.
8. Covered services By being registered with the Exchange pursuant to this agreement, Broker will be allowed, pursuant to 33 V.S.A. § 1805(17), to be compensated for assisting with the enrollment of qualified individuals and qualified employers in any qualified health plan offered on VHC, for which the individual or employer is eligible, and for assisting qualified individuals in applying for advance premium tax credits and cost-sharing reductions for qualified health benefit plans purchased through the Exchange as outlined in the Broker Compensation Schedule. Covered services consist of: 1) Pre-Enrollment (review of demographics, benefit plan options, costs and cost sharing options, reporting competitive trends, employer strategy for benefit choices/costs), 2) Enrollment (determining open enrollment calendar and communications, holding group meetings to explain benefit options, assisting employees/individuals with enrollment), 3) Post-Enrollment (assistance resolving ongoing billing issues, ongoing enrollments/disenrollments).
9. This agreement shall be governed by the laws of the State of Vermont.

Date: _____ Broker's Signature _____

Accepted and approved this ____ day of _____, 201 --, by: _____
Vermont Health Connect
Authorized Official

PLEASE NOTE: You must also complete, sign and return Attachment B: Broker Identification Record.

This document is available on VHC online Learning Management System (LMS). All official agreements must be signed, uploaded and reside on Broker's online LMS account.



**Vermont Health Connect
Broker Registration Agreement**

**ATTACHMENT A
CONDITIONS OF PARTICIPATION**

To operate on Vermont Health Connect (VHC), a broker must:

- **1. Successfully Complete Required VHC Training.**
- **2. Maintain Vermont Producer License and hold license in Accident and Health Insurance**
- **3. Execute Broker Registration Agreement with VHC**

Broker agrees to the following:

1. To conform to all applicable Federal and State laws and regulations including Title VI of the 1964 Civil Rights Act, the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act, and Vermont Agency of Human Services Policy 1.11.
2. To be licensed as an insurance producer as defined in 8 V.S.A. § 479, and to be qualified regarding Accident and Health or Sickness insurance, with the appropriate state authority or authorities.
3. To neither seek, receive nor accept, directly or indirectly, compensation for services covered by this agreement as outlined in the scope of services, except as allowed by and consistent with VHC Broker Compensation Schedule in effect at the time the service was rendered.
4. To accept, as payment in full for services covered by this agreement, compensation in a manner and amount consistent with the VHC Broker Compensation Schedule.
5. To execute a Vermont Health Connect Broker Designation Agreement with each client for whom Broker performs compensated services relating to VHC enrollees.
6. To neither receive, accept, nor agree to receive or accept any rebate or other valuable consideration or inducement, directly or indirectly, in relation to services covered by this agreement, which is not specified in an approved qualified health benefit plan, or which otherwise is in violation of 8 V.S.A. § 4085.
7. To conform to all applicable rules, guidelines, policies and procedures of VHC, including those relating to the privacy and security of information.
8. To successfully complete health benefit exchange Navigator/Broker training before providing any services covered under this agreement, and otherwise when and as required by State.

This document is available on VHC online Learning Management System (LMS). All official agreements must be signed, uploaded and reside on Broker's online LMS account.



9. To provide information to consumers about the full range of qualified health plan options and insurance affordability programs such as advance premium tax credits and cost sharing reductions and Medicaid and CHIP, for which they are eligible.
10. If Broker's internet web site is used to complete the selection of a qualified health plan,
 - a. the web site shall meet all standards for disclosure and display of qualified health plan information contained in 45 C.F.R. § 155.205(B)(1) and (c);
 - b. the web site shall provide consumers the ability to view all qualified health plans offered through the Exchange;
 - c. the web site shall not provide financial incentives, such as rebates or giveaways;
 - d. the web site shall provide all qualified health plan data provided by the Exchange;
 - e. Broker shall maintain all web site audit trails and records in an electronic format for a minimum of ten years; and
 - f. the web site shall provide consumers with the ability to withdraw from the process and use the Exchange web site instead at any time.
11. To inform client, prior to providing any services under this agreement, if Broker is an appointed agent for any carrier that offers a qualified health benefit plan on the Exchange. If Broker receives or may receive any compensation in connection with the relationship, either direct or indirect, Broker shall inform the client of the compensation arrangements.
12. To maintain professional liability insurance for any and all services covered by this agreement, with minimum coverage of **\$1,000,000** per occurrence, and **\$1,000,000** aggregate, and to provide a Certificate of Insurance evidencing such coverage..
13. To maintain all books, documents, payroll papers, accounting records and other evidence pertaining to services covered by this agreement and compensation relating to such services, directly or indirectly, and make them available upon thirty (30) days notice and times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State of Vermont or Federal Government; and, if any litigation, claim, or audit is started before the expiration of the three year period, to retain the records until all litigation, claims or audit findings involving the records have been resolved.
14. To neither assign, subcontract, or subgrant the performance of services covered by this agreement or any portion thereof.
15. To provide clear, impartial, and culturally appropriate assistance when assisting individuals or small businesses with enrollment on VHC.
16. To provide referrals to Medicaid and Dr. Dynasaur where appropriate.
17. To maintain the privacy and security of all individually identifiable health information acquired by or provided to Broker as a part of the performance of services covered by this agreement. Broker shall follow federal and state law relating to privacy and security of

This document is available on VHC online Learning Management System (LMS). All official agreements must be signed, uploaded and reside on Broker's online LMS account.



individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

18. To maintain the confidentiality of any alcohol and drug abuse treatment information acquired by or provided to Broker, in compliance with any applicable state or federal laws or regulations and specifically set out in 42 CFR Part 2.
19. To comply with the requirements of AHS Rule No. 08-048 concerning access to information, and with any applicable Vermont State Statute, including but not limited to 12 VSA §1612 and any applicable Board of Health confidentiality regulations.
20. To comply with all applicable Vermont State Statutes to assure protection and security of personal information, including protection from identity theft as outlined in Title 9, Vermont Statutes Annotated, Ch. 62.
21. Broker certifies under pains and penalties of perjury that, as of the date that this agreement is signed by Broker, neither Broker nor Broker's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.
22. Broker further certifies under pains and penalties of perjury that, as of the date that this agreement is signed by Broker, Broker is not presently debarred, suspended, nor named on the State of Vermont's debarment list at:
<http://bgs.vermont.gov/purchasing/debarment>.

This document is available on VHC online Learning Management System (LMS). All official agreements must be signed, uploaded and reside on Broker's online LMS account.



**Vermont Health Connect
Broker Registration Agreement**

**ATTACHMENT B
BROKER IDENTIFICATION RECORD**

Broker Full Name (First, Middle, Last): _____
Agency Business Name: _____
Agency Business Address: _____

Fed. Employer Identification Number (EIN): _____
VT Producer License Number: _____
VT Producer License Expiration Date: _____
Email Address: _____
Work Phone: _____
Languages Spoken: _____

During the time that I am registered as a Broker on the Vermont Health Benefit Exchange, I intend to sell the following lines of health insurance business:

Within the past five years to the present, I have or have had employment relationships with the following health insurance issuers, or subsidiaries of health insurance issuers:

My spouse or domestic partner presently has an employment relationship with the following health insurance issuers, or subsidiaries of health insurance issuers:

This document is available on VHC online Learning Management System (LMS). All official agreements must be signed, uploaded and reside on Broker's online LMS account.



I have or anticipate having financial, business, or contractual relationships with the following health insurance issuers, or subsidiaries of health insurance issuers:

Signature Required: _____

Date Signed: _____

This document is available on VHC online Learning Management System (LMS). All official agreements must be signed, uploaded and reside on Broker's online LMS account.



ATTACHMENT C BUSINESS PARTNER AGREEMENT

DVHA and Business Partner ("the Parties") agree to comply with the terms of this Agreement and the standards promulgated under the Patient Protection and Affordable Care Act of 2010 (Public Law 111-148) as amended by the Health Care and Education Reconciliation Act (Public Law 111-152), and referred to collectively as the Affordable Care Act (ACA), and 45 CFR §155.260, "Privacy and security of personally identifiable information."

1. Definitions All capitalized terms in this Agreement have the meanings identified in this Agreement and 45 CFR Part 155, "Exchange Establishment Standards and Other Related Standards Under the Affordable Care Act."

- 1.1 The term "**Services**" includes all work performed by the Business Partner for or on behalf of DVHA that requires the access, collection, use and/or disclosure of personally identifiable information (PII).
- 1.2 The term "**PII**" refers to personally identifiable information in any medium, including electronic, which can be used to distinguish or trace an individual's identity, such as his/her name, social security number, biometric records, etc., either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name.
- 1.3 The term "**Minimum Functions**" includes all work performed (or obligated to be performed under the ongoing Business Relationship) pursuant to subparts D, E, H, and K of 45 CFR 155, if such work requires the Business Partner to create, collect, use, or disclose PII.
- 1.4 The term "**Agreement**" refers to this Business Partner Agreement, which details the privacy and security requirements that the Parties must adhere to.
- 1.5 The term "**Individual**" includes applicants, enrollees, and qualified individuals applying for coverage at the Vermont Health Insurance Exchange or Medicaid Agency.
- 1.6 The term "**Breach**" means the loss of control, compromise, and unauthorized disclosure, acquisition, access, or use, and any similar term referring to situations where: (a) PII is used for an unauthorized purpose, or (b) persons other than authorized users have access or potential access to PII.
- 1.7 The term "**Business Relationship**" refers to the established relationship between DVHA and the Business Partner in the registration agreement to provide broker services for which this Agreement serves to supplement or append.

2. Authorized Uses/Disclosures of PII

- 2.1 Except as limited in this Agreement, Business Partner may only create, collect, use or disclose PII to the extent necessary to perform Services specified in ongoing Business Relationship with DVHA. In the course of providing Services, Business Partner shall

This document is available on VHC online Learning Management System (LMS). All official agreements must be signed, uploaded and reside on Broker's online LMS account.



not use or disclose PII in any manner that would constitute a violation of 45 CFR §155.260 if used or disclosed by DVHA.

- 2.2 Business Partner may make PII available to its employees who need access to perform Services and/or Minimum Functions, provided that Business Partner makes such employees aware of the creation, collection, use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Partner must also require workforce compliance with 45 CFR §155.260 when employees create, collect, use, or disclose PII in the course of providing Services

3. **Privacy Requirements** Uses and disclosures of PII to carry out the Services identified in the ongoing Business Relationship must be of the minimum amount of PII necessary to perform the services. Business Partner may not create, collect, use or disclose PII gathered for the purposes listed in 45 CFR §155.260(a)(1) while performing Minimum Functions unless the creation, collection, use or disclosure is consistent with the written policies and procedures identified by the State in accordance with 45 CFR §155.260. In addition, Business Partner must ensure workforce compliance with these policies and procedures

4. **Security Safeguard Requirements**

Business Partner shall implement and use appropriate safeguards to prevent the use or disclosure of PII except as provided for by this Agreement, an Interconnection Security Agreement, if applicable, and as set forth in 45 CFR 155.260(a)(3)(vii) and (4).

5. **Documenting and Reporting Breaches**

Business Partner shall report to DVHA any Breach of PII as soon as it (or any of its employees or agents) becomes aware of such Breach, and in no case later than three (2) business days after it (or any of its employees or agents) become aware of the Breach. If DVHA determines that a Breach of PII occurred for which one of Business Partner's employees or agents was responsible, upon its request, Business Partner shall provide notice to the individual(s) whose PII was the subject of the Breach. When requested to provide notice, Business Partner shall consult with DVHA about the timeliness, content and method of notice, and shall receive DVHA's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Partner.

6. **Mitigation and Corrective Action Requirements** Business Partner shall mitigate, to the extent practicable, any harmful effect that is known to it of a Breach of PII. Business Partner

This document is available on VHC online Learning Management System (LMS). All official agreements must be signed, uploaded and reside on Broker's online LMS account.



shall draft and carry out a plan of corrective action to address any incident of impermissible collection, use or disclosure of PII, subject to DVHA's prior review and written approval.

7. **Requirements for Agreements with Third Parties** Business Partner may only disclose PII to its agents, including subcontractors, for the purposes authorized by this Agreement. Business Partner shall ensure that any agent (including any subcontractor) to whom it provides PII received from DVHA or created or received by Business Partner on behalf of DVHA agrees in a written agreement to the same PII restrictions and conditions that apply through this Agreement to Business Partner. Business Partner must enter into the written agreement and obtain the prior written consent of DVHA before any use or disclosure of PII to such agent. The written agreement must identify DVHA as a direct and intended third party beneficiary with the right to enforce any Breach of the agreement concerning the use or disclosure of PII. Business Partner shall provide a copy of the signed agreement to DVHA upon request.

8. **Termination**

- 8.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by DVHA or until all of the PII provided by DVHA to Business Partner or created/received by Business Partner on behalf of DVHA is destroyed or returned to DVHA subject to Section 9.
- 8.2 If Business Partner breaches any material term of this Agreement, DVHA, without liability or penalty, may either: (a) provide in writing an opportunity and time frame for Business Partner to cure the breach and terminate this Business Relationship if Business Partner fails to cure; or (b) immediately terminate this Business Relationship if DVHA believes that cure is not reasonably possible. DVHA has the right to seek to cure any breach by Business Partner and this right, regardless of whether DVHA cures such breach, does not lessen any right or remedy available to DVHA at law, in equity, or under this Business Relationship, nor does it lessen Business Partner's responsibility for such breach or its duty to cure such breach.

9. **Responsibility for the Return/Destruction of PII**

- 9.1 Business Partner, in connection with the expiration or termination of this Business Relationship, shall return or destroy, at the discretion of DVHA, all PII received from DVHA or created or received by Business Partner on behalf of DVHA pursuant to this Business Relationship that Business Partner still maintains within thirty (30)

This document is available on VHC online Learning Management System (LMS). All official agreements must be signed, uploaded and reside on Broker's online LMS account.



days after such expiration or termination. Business Partner shall not retain any copies of the PII. Within the thirty (30) day period, Business Partner shall certify in writing to DVHA that (1) all PII has been returned or destroyed, and (2) Business Partner does not continue to maintain any PII.

9.2 Business Partner shall provide to DVHA notification of any conditions that Business Partner believes make the return or destruction of PII infeasible. If DVHA agrees that return or destruction is infeasible, Business Partner shall extend the protections of this Agreement to such PII and limit further uses and disclosures of such PII to those conditions that make the return or destruction infeasible for so long as Business Partner maintains such PII.

10. Penalties Business Partner understands that it may be subject to a civil penalty, in addition to other penalties that may be prescribed by law, resulting from the improper creation, collection, use or disclosure of PII. In addition, violations of this Agreement may result in notification by DVHA to law enforcement officials and regulatory, accreditation, and licensure organizations.

11. Training Business Partner shall participate in training regarding the use, confidentiality, and security of PII at DVHA's request.

12. Miscellaneous

12.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the ongoing Business Relationship, the terms of this Agreement shall govern with respect to its subject matter. Otherwise the terms of the ongoing Business Relationship continue in effect.

12.2 Business Partner shall cooperate with DVHA to amend this Agreement from time to time as is necessary for DVHA to comply with 45 CFR §155.260 or any other standards promulgated under the ACA.

12.3 Any ambiguity in this Agreement shall be resolved to permit DVHA to comply with 45 CFR §155.260, or any other standards promulgated under the ACA.

12.4 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., the ACA) in construing the meaning and effect of this Agreement.

12.5 As between Business Partner and DVHA, DVHA owns all PII provided by DVHA to Business Partner or created or received by Business Partner on behalf of DVHA.

This document is available on VHC online Learning Management System (LMS). All official agreements must be signed, uploaded and reside on Broker's online LMS account.



- 12.6 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement.

ATTACHMENT D

Broker Compensation Schedule

June 25, 2013

Announcing Vermont Health Connect Broker Compensation

Health insurance brokers will play an important role in facilitating the purchase of health coverage for small employers and individuals on Vermont's health benefit exchange, Vermont Health Connect.

Vermont Act 171 of 2012 gave the Department of Vermont Health Access (DVHA) the duty to establish a standard fee or compensation schedule that allows licensed brokers to be appropriately compensated for assisting eligible employers and individuals to enroll into qualified health plans offered on the exchange. These broker fees are to be separate from premiums charged for qualified health plans. This memo announces the fee schedule that will apply to brokers for services on Vermont Health Connect.

DVHA commissioned an employer survey in mid-2012 that provided feedback on fees that employers would likely pay for broker services, and we have been receiving additional feedback from both employers and brokers since Fall 2012. On June 3, 2013, DVHA presented a formal broker fee proposal to the Medicaid & Exchange Advisory Board and opened a public comment period until June 11. We received and reviewed numerous comments.

After consideration of all input received, I have determined the 2014 broker fee schedule to be \$20 per month for each employee or individual designating a registered broker and receiving assistance to enroll into a qualified health plan offered on Vermont Health Connect. This \$20 fee is a total fee and inclusive of any ongoing costs related to invoicing and collection. This fee level will apply to calendar year 2014 only. A broker fee schedule applying to 2015 or beyond will be considered during the first half of 2014 and announced no later than July 1, 2014.

In addition to establishing the broker fee schedule, the State will support the broker community with extensive training to fully prepare them for this important transition. We look forward to and welcome the key role brokers will play in Vermont Health Connect.

Sincerely,

This document is available on VHC online Learning Management System (LMS). All official agreements must be signed, uploaded and reside on Broker's online LMS account.



A handwritten signature in black ink, appearing to read "Mark Larson", is positioned above the printed name.

Mark Larson
Commissioner
Department of Vermont Health Access

SAMPLE ONLY

This document is available on VHC online Learning Management System (LMS). All official agreements must be signed, uploaded and reside on Broker's online LMS account.